

**DAMON-GARCIA SPORTS COMPLEX PARKING LEASE AGREEMENT  
ON SESLOC FEDERAL CREDIT UNION PROPERTY**

This Agreement made and entered into on \_\_\_\_\_ by and between the CITY OF SAN LUIS OF SAN LUIS OBISPO, hereinafter "CITY," and SESLOC FEDERAL CREDIT UNION, a member-owned financial institution hereinafter referred to as "SESLOC".

**RECITALS**

WHEREAS, SESLOC is the owner of the property located at 3807 and 3855 Broad St, San Luis Obispo, California (hereinafter, "PREMISES"); and

WHEREAS, the CITY has requested continued permission to use the PREMISES as a parking lot for CITY-owned sport complex; and

WHEREAS, SESLOC is willing to continue to lease rights of PREMISES to CITY for that purpose upon the terms and conditions set forth in this Agreement (or "Lease.")

**1. TERM**

The term of this agreement shall be for a period of five (5) years from the date entered and shall terminate on April 30, 2029 (the end of that contract year). The terms of the Agreement may be extended for five (5) or ten (10) years upon mutual agreement. As set forth more fully in section 3.4, the CITY will use the PREMISES during the season which begins on August 1<sup>st</sup> each year and ends on April 30<sup>th</sup> the following year (each such period referred to as a "contract year.") This lease is subject to the terms, covenants and conditions hereinafter set forth and SESLOC covenants, as a material part of the consideration for this lease, to keep and perform each and every term, covenant and condition of lease.

**2. FEES**

For the use of PREMISES as outlined in this agreement, CITY agrees to pay SESLOC the sum of ten-thousand dollars (\$10,000) (the "annual sum") each contract year by July 31 of each year. This amount is subject to prorated reimbursement as set forth in Section 9.0 of this Agreement. For the period of November 5<sup>th</sup> 2023 to April 30<sup>th</sup> 2024, which is the remainder of the current season, CITY agrees to pay SESLOC the prorated sum of six thousand five hundred dollars (\$6,500) upon execution of this lease.

**3. USE APPLICATION**

3.1 PREMISES. SESLOC is the owner of the parcels of land located in the City of San Luis Obispo, County of San Luis Obispo, State of California, located at 3807 and 3855 Broad St. SESLOC hereby agrees to lease to CITY parking lot rights from SESLOC Credit Union parking spaces in PREMISES to augment the overflow parking needs of the Damon-Garcia Sports Complex as noted under Exhibit A. As noted under Exhibit A, and by this reference made a part hereof, designates the PREMISES included in this lease, which is further detailed by a North lot, comprised of fifty-seven (57) parking spaces and a South Lot, comprised of one-hundred and five (105) spaces. Overflow parking is permitted in the lots as described in Section 3.1.1 and 3.1.2.

### 3.1.1 North Lot

- Monday through Friday: 6:00 PM – 10:00 PM, fifty-seven (57) parking spaces.
- Saturdays and Sundays if overflow predicted to be fifty (50) vehicles or more (“high use event”):
  - 7:00 AM – 5:00 PM, Forty-one (41) parking spaces west of the ATM kiosk. Remaining nine (9) open, non-ADA/ATM stalls closest to the branch building to be reserved for SESLOC employees or vendors working onsite, and SESLOC members while using the ATMs. Seven (7) ADA stalls may be used for overflow parking, subject to section 3.6.
  - 5:00 PM – 10:00 PM, fifty-seven (57) parking spaces.
- Saturdays and Sundays if overflow predicted to be less than fifty (50) vehicles: 7:00 AM – 10:00 PM, fifty-seven (57) parking spaces.
- Two (2) ATM parking spaces marked exclusively for SESLOC ATM parking twenty-four (24) hours per day, seven (7) days a week are excluded from available parking, and not included in above count.

### 3.1.2 South Lot

- One-hundred and five (105) parking spaces
- Monday through Friday: 6:00 PM – 10:00 PM
- Saturday and Sunday: 7:00 AM – 10:00 PM

3.1.3 SESLOC will communicate with CITY Point of Contact as noted in Section 8 if use of PREMISES will be restricted due to maintenance or unavailable uses as circumstances arise.

3.2 CITY shall use the PREMISES for the sole purpose of maintaining, securing and operating a parking lot as overflow parking for permitted uses, scheduled by CITY Parks and Recreation department, held at Damon-Garcia Sports Complex. Overflow parking shall be exclusively used in association with permitted uses that are large scale in nature and cannot be accommodated by available on-site parking at the Damon-Garcia Sports Complex.

3.3 CITY will provide SESLOC a bi-annual schedule of events scheduled for the use of Damon-Garcia Sports Complex.

3.4 CITY completes field restoration of Damon-Garcia Complex annually typically during the months of May through July, a ten (10) to twelve (12) week period. During the months of May through July, CITY will not require use of PREMISES for overflow parking. Any overflow parking use requested within this period will be considered by SESLOC on an ad hoc basis and will not be unreasonably refused.

3.5 Consistent with CITY ordinances, no overnight parking will be permitted.

3.6 Specific restrictions on the PREMISES prohibit large RV’s that require multiple parking spaces, tailgating, use of barbeques, loud noises, consuming alcoholic beverages, smoking, amplified music, and bringing hazardous substances on the PREMISES. Use of American Disabilities Act (ADA) parking spaces to follow applicable laws.

3.7 SESLOC acknowledges that its regular business hours do not conflict with the CITY’s schedule of use set forth in this agreement and therefore agrees that, during scheduled permitted Damon-Garcia Uses where overflow parking is required as described in herein, SESLOC will not schedule events, meetings, or other uses of the property which would reduce the number of available parking spaces described in 3.1.1 and 3.1.2 for CITY’S use as set forth in this agreement, subject to 3.1.3.

3.8 Should the property to the south of SESLOC be developed during the time of this lease, the following shall apply:

- 3.8.1 Ten (10) of the South Lot parking spaces, each of which is along the private boulevard, are temporarily permitted and must be removed when the boulevard is extended through to Tank Farm Rd. This will reduce the number of parking spaces in the South Lot to ninety-five (95).
- 3.8.2 During construction, the boulevard and the entrances from it to one or both lots may be closed. All reasonable efforts will be made to keep the lots open and available.
- 3.8.3 During and after construction of the boulevard extension, no parking will be allowed along the boulevard.
- 3.8.4 See 4.1.1.

#### **4. PARKING ENFORCEMENT REQUIREMENTS**

4.1 CITY shall provide at CITY's expense, or through field participant groups, staffed parking lot enforcement to protect the North and South Lots for SESLOC's and SESLOC's tenant's exclusive use for business subject to the location and time limitations set forth below during scheduled permitted Damon-Garcia uses where overflow parking is required as described in Section 3.

4.1.1 Monday through Friday: 3:30 PM – 6:00 PM. CITY will station parking enforcement staff at the entrances of PREMISES on Industrial Way and Broad Street and monitor the exit of PREMISES on Industrial Way to redirect Damon-Garcia permitted use groups to CITY parking lot. CITY will place No Parking Signs at ATM parking spaces at the conclusion of shift. City will remove No Parking Signs at the end of the event Monday through Thursday; signs placed on Friday may remain in place until the end of scheduled weekend overflow use.

- Should the private boulevard be extended to Tank Farm Rd. during the term of this lease, CITY will station parking enforcement staff and signage, or barriers as needed at the entrances to the South and North Lots from the Boulevard as necessary to prevent parking in those areas, Monday through Friday: 3:30 PM – 6:00 PM.
- Damon-Garcia permitted use groups may use the North and South lots as stated in sections 3.1.1. and 3.1.2 after 6:00pm on weeknights.

4.1.2 Saturdays and Sundays when overflow of fifty (50) or more vehicles is predicted ("high use event"): 6:00 AM – 5:00 PM. CITY will station parking enforcement staff and signage or barriers as needed in the North Lot of PREMISES from the ATM kiosk east to the branch building, to protect both the two (2) ATM parking stalls and the nine (9) non-ADA parking stalls from overflow use. CITY will also monitor the exit to PREMISES off Industrial Way, to redirect Damon-Garcia permitted use groups to SESLOC South Lot and the allowable stalls in the western half of the North Lot, or CITY parking lot. CITY will place No Parking Signs at ATM parking spaces when the entire North Lot opens for parking; signs may remain in place until the end of scheduled weekend overflow use.

- 4.2 After first documented occurrence where SESLOC member parking is impacted during business hours or at the ATM spaces, CITY and SESLOC will meet to review and discuss further mitigation efforts. If the CITY has not adequately performed parking lot security on more than three (3) occasions without significant efforts by the City to mitigate concerns, SESLOC has the option to take over management of parking services for scheduled Damon-Garcia events requiring overflow parking for the remainder of the season (ending on April 30<sup>th</sup> of each year) and invoice the CITY for direct costs on a monthly basis plus a fifteen percent (15%) administrative charge for SESLOC's management of parking services.
- 4.2.1 CITY and SESLOC shall meet each contract year during the Damon-Garcia Sports Complex annual restoration period as defined in Section 3.4 to review and reassess the expectations to ensure proper enforcement for the following contract year. Parking enforcement shall be staffed by CITY at the commencement of each contract year and continue unless and until SESLOC assumes management of parking enforcement during a given contract year pursuant to Section 4.2.
- 4.3 CITY shall provide at CITY's expense, or through field participant groups, parking lot cleanup after permitted uses and will empty receptacles of trash by the end of any weekend on which the parking spaces were used by a scheduled permitted Damon-Garcia event.
- 4.3.1 After the first documented occurrence (photographs provided) of trash being left behind on SESLOC's property, City and SESLOC will meet to discuss further mitigation efforts. After three (3) documented incidents of trash being left behind and affecting the appearance of SELOC PREMISES, SESLOC has the option to assume responsibility for trash maintenance after scheduled Damon-Garcia event requiring overflow parking and invoice the CITY for direct costs on a monthly basis plus a fifteen percent (15%) administrative charge for SESLOC's management of trash services.

## **5. MANAGEMENT OF PREMISES**

SESLOC shall maintain in good and lighted condition the parking spaces in North and South lots made available to CITY. Parking lot lighting on PREMISES will be lit daily till 10:00 PM. CITY will repair any damage to the PREMISES beyond ordinary wear and tear that was caused during CITY use.

## **6. ALTERATION**

CITY is not authorized to make any other alterations to PREMISES without prior written authorization from the SESLOC.

## **7. INSURANCE AND INDEMNIFICATION**

7.1 **Indemnification.** CITY agrees to defend, indemnify, protect and hold SESLOC, its agents, offices and employees harmless from and against any and all claims asserted, or liability established for damages or injuries to any person or property, arising out of, involving, or in connection with the use and/or occupancy of the PREMISES by CITY, its agents, officers, employees, authorized or unauthorized parties. CITY shall assume, in addition, all expenses of investigating and defending against same including reasonable attorney's fees, or any kind or nature whatsoever. CITY's duty to indemnify and hold harmless shall not include claims for the gross negligence or willful misconduct of SESLOC, its agents, offices or employees.

Should SESLOC assume management of parking enforcement pursuant to Section 4.2 of this Agreement, SESLOC agrees to, for the duration of said management, defend, indemnify, protect and hold CITY, its agents, offices and employees harmless from and against any and all claims asserted, or liability established for damages or injuries to any person or property, arising out of, involving, or in connection with the use and/or occupancy of the PREMISES by SESLOC, its agents, officers, employees, authorized or unauthorized parties. SESLOC shall assume, in addition, all expenses of investigating and defending against same including reasonable attorney's fees, or any kind or nature whatsoever. SESLOC's duty to indemnify and hold harmless set forth herein shall not include claims for the gross negligence or willful misconduct of CITY, its agents, offices or employees.

**CITY Insurance.** Prior to the use of PREMISES annually in August, CITY shall provide SESLOC with proof of the following insurance coverage and maintain the following coverage at all times during the term of the least, and shall upon request of SESLOC provide proof of insurance:

7.1.1. Comprehensive General Liability Insurance with a combined single limit of at least Five Million dollars (\$5,000,000) for each occurrence for bodily injury, personal injury and property damage. SESLOC, its officials, employees and agents shall be covered as additional insureds with respect to liability arising from activities within the scope of the agreement performed or authorized by or on behalf of CITY. Said insurance shall be primary and non-contributory insurance with respect to SESLOC, its officers, employees, agents and representatives.

7.1.2. Automobile Liability: Five Million dollars (\$5,000,000) per accident for bodily injury and property damage. SESLOC, its officials, employees and agents shall be covered as additional insureds with respect to liability arising from activities within the scope of the agreement performed or authorized by or on behalf of CITY. Said insurance shall be primary and non-contributory insurance with respect to SESLOC, its officers, employees, agents and representatives.

7.1.3. Workers' Compensation insurance as required by the State of California.

7.1.4. Upon execution of this Lease, CITY shall deliver to SESLOC certificates of insurance with original endorsements evidencing the coverage required by this Lease.

7.1.5. The procuring of insurance shall not be construed as a limitation of CITY's liability or as full performance on CITY's part of the indemnification provision of this Lease. CITY understands and agrees that, notwithstanding any insurance, CITY's obligation to defend and indemnify SESLOC, its officials and employees hereunder is for the full amount of any damage, loss cost or expense.

7.1.6. Any modifications or waiver of these insurance requirements shall only be made with the written approval of the SESLOC risk manager or designee.

**SESLOC Insurance.** Prior to the use of PREMISES annually in August, SESLOC shall provide CITY with proof of the following insurance coverage and maintain the following coverage at all times during the term of the least, and shall upon request of CITY provide proof of insurance:

7.1.7. Comprehensive General Liability Insurance with a combined single limit of at least Five Million dollars (\$5,000,000) for each occurrence for bodily injury, personal injury and property damage. CITY, its officials, employees and agents shall be covered as additional

insureds with respect to liability arising from activities within the scope of the agreement performed or authorized by or on behalf of SESLOC. Said insurance shall be primary and non-contributory insurance with respect to CITY, its officers, employees, agents and representatives.

7.1.8. Automobile Liability: Five Million dollars (\$5,000,000) per accident for bodily injury and property damage. CITY, its officials, employees and agents shall be covered as additional insureds with respect to liability arising from activities within the scope of the agreement performed or authorized by or on behalf of SESLOC. Said insurance shall be primary and non-contributory insurance with respect to CITY, its officers, employees, agents and representatives.

7.1.9. Workers' Compensation insurance as required by the State of California.

7.1.10. Upon execution of this Lease, SESLOC shall deliver to CITY certificates of insurance with original endorsements evidencing the coverage required by this Lease.

7.1.11. The procuring of insurance shall not be construed as a limitation of SESLOC's liability or as full performance on SESLOC's part of the indemnification provision of this Lease. SESLOC understands and agrees that, notwithstanding any insurance, SESLOC's obligation to defend and indemnify CITY, its officials and employees hereunder is for the full amount of any damage, loss cost or expense.

7.1.12. Any modifications or waiver of these insurance requirements shall only be made with the written approval of the CITY risk manager or designee.

## 8. COMMUNICATIONS

- 8.1 CITY Point of Contact. The Recreation Manager is the CITY representative that SESLOC shall contact for all issues related to the use of PREMISES and the operation of this Agreement. All contacts must be in writing (for this purpose, email communication is acceptable.) If the Recreation Manager cannot be reached, or for escalation, the Parks and Recreation Director may be contacted.
- 8.2 SESLOC Point of Contact. Vice President, Administration is the SESLOC representative the CITY shall contact for all issues related to PREMISES and operation of this Agreement. If a timely response is not received, CITY shall contact [facilities@sesloc.org](mailto:facilities@sesloc.org), and may contact the President/CEO for escalation. All contacts must be in writing, including email.
- 8.3 Written Notice. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

**CITY:**

Parks & Recreation Department  
Attn: Greg Avakian, Director and  
Devin Hyfield, Recreation Manager  
1341 Nipomo Street  
San Luis Obispo, CA 93401  
[gavakian@slocity.org](mailto:gavakian@slocity.org)  
[dhyfield@slocity.org](mailto:dhyfield@slocity.org)

**SESLOC:**

SESLOC Federal Credit Union  
Attn: Colleen Murphy, Vice President,  
Administration  
P.O. Box 5360  
San Luis Obispo, CA 93403  
[cmurphy@sesloc.org](mailto:cmurphy@sesloc.org)

## **9. TERMINATION**

Either party may terminate the Agreement for convenience, provided 90 days written notice is given. The Agreement may be terminated by either party for cause, provided that written notice has been given in the manner specified herein stating the reasons for the intended termination and providing the other party at least 10 days to cure any alleged breach. If the party receiving notice fails or refuses to cure the alleged breach within 10 days, or to make substantial progress toward cure to the satisfaction of the party demanding cure, this Agreement may be terminated 10 days after receipt of the notice as specified herein. If the Agreement is terminated, the CITY shall be reimbursed by SESLOC a prorated share of the annual sum that reflects the remainder of the contract year the CITY will not be permitted to use the PREMISES as set forth in this Agreement.

## **10. AUTHORITY TO EXECUTE AGREEMENT**

Both CITY and SESLOC do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

## **11. COMPLIANCE WITH LAW**

The CITY and SESLOC shall keep him/her/itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. SESLOC shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of SESLOC to comply with this Section.

## **12. GOVERNING LAW**

The CITY and SESLOC understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in San Luis Obispo County Superior Court, regardless of other courts with jurisdiction over the matter.

## **13. ASSIGNMENT**

The CITY and SESLOC shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the CITY and SESLOC.

## **14. NON-DISCRIMINATION**

14.1 There shall be no discrimination against or segregation of any person or group of persons on account of race, religion, sex, sexual orientation, national origin or ancestry, age, physical, mental or economic status in the operation, lease, use, occupancy, tenure or enjoyment of the PREMISES or the improvements thereon, or any part thereof, and SESLOC, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of employees, contractors, subcontractors, laborers, or material men, tenants, lessees, subtenants, sublessees, invitees or vendees of the PREMISES or the improvements thereon, or any part thereof.

14.2 SESLOC shall not restrict access or use of the PERMISES or the improvements thereon, or any portion thereof, on the basis of race, religion, sex, sexual orientation, national origin or ancestry, age, physical, mental, or economic status of any person.

**15. PARTIAL INVALIDITY**

If any term, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect.

**16. SUCCESSORS IN INTEREST**

This Lease shall be binding on and inure to the benefit of the parties and their successors, heirs, personal representatives, approved transferees and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

**17. ATTORNEY'S FEES**

In any action of proceeding relating to this Lease, the prevailing party shall be entitled to its costs, including reasonable attorney's fees and court costs.

**18. INTEGRATION AND AMENDMENTS**

This Lease represents and constitutes the entire understanding between the parties and supersedes all other agreements and communication between the parties, oral or written, concerning the subject matter herein. This Lease shall not be modified except in writing duly signed by the parties and referring to this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO, a Municipal Corporation

SESLOC FEDERAL CREDIT UNION

By: \_\_\_\_\_  
Derek Johnson, City Manager

By: \_\_\_\_\_  
Geri LaChance, President/CE

ATTEST:

By: \_\_\_\_\_  
Teresa Purrington, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
J. Christine Dietrick, City Attorney